

result of a breach of these conditions, (B) is or becomes known or available to the other party on a non-confidential basis and not in contravention of applicable law from any third party source, or (C) the other party is ordered or required to disclose by any applicable law or competent judicial, governmental or other authority. This Section 14 shall survive the expiration of the Term or any renewed or extended term hereof or earlier termination of this Agreement.

SECTION 17. MAINTENANCE OF DATA. Morrell shall maintain data comparing the price paid by Morrell to Producer under the terms of this Agreement with the IOWA/S.MINN price as published by the USDA for Market Hogs (the "DATA"). Morrell shall provide a copy of such DATA to Producer quarterly. Should Producer fail to deliver to Morrell the quantity of Market Hogs required to be delivered under Section 3 of this Agreement in any year of this Agreement, then in addition to all other remedies available to Morrell under this Agreement and under law, Producer shall pay to Morrell as a penalty for such non-delivery the total difference as shown in the DATA between the amounts paid to Producer under this Agreement and the IOWA/S.MINN price as published by the USDA or \$5.00 per head for each Market Hog not delivered, whichever is greater.

SECTION 18. FINANCIAL INFORMATION. Producer shall provide to Morrell on or before January 31 of each year of the term of this Agreement, financial information with respect to Producer, including Producer's Balance Sheet and all supporting schedules thereto, showing Producer's net worth and all components of such net worth.

SECTION 19. MISCELLANEOUS.

- (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned or transferred by Morrell to any successor or transferee of Morrell's applicable business or affairs.
- (b) The provisions contained herein, and in any addendum hereto executed by the parties hereto, constitute all of the terms and conditions of this Agreement and supersede any and all prior agreements and understandings, written or oral. No changes or additions hereto shall be binding upon either party unless in writing and signed by an authorized representative of each party.
- (c) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration according to the rules then